

Town of Warrenton, Virginia

Invitation for Bid – Disposal of Wastewater Treatment Plant Biosolids

IFB Number: #04-012

Closing Date: June 11, 2004 at 2:00 PM

All bids must be received by the closing date and time to be considered.

One (1) original and (1) copy of each bid, including any attachment, shall be mailed or delivered to the Purchasing Agent. All inquiries for information regarding procurement procedures, selection criteria, bid submission requirements, or other fiscal/administrative concerns shall be directed to:

Purchasing Agent
P.O. Drawer 341
18 Court Street
Warrenton, VA 20188

Phone: 540-347-1102
Fax: 540-349-2414
e-mail staff@warrentonva.gov

For technical information relating to this IFB, please contact:

Allen G. Chichester, Chief Operator
Warrenton Wastewater Treatment Plant
755 Frost Avenue
P.O. Drawer 341
Warrenton, VA 20188

Phone: 540-347-1104
Fax: 540-349-2414

In compliance with this Invitation for Bid and all the conditions imposed herein, the undersigned offers and agrees to furnish the goods in accordance with the signed bid or as mutually agreed upon by subsequent negotiations.

Name and Address: _____

Phone #: _____

Fax #: _____

Submitted by: _____

Date: _____

Printed name

FEIN/SSN: _____

Signature

CERTIFICATION PAGE
RETURN THIS PAGE WITH BID SUBMISSION

INVITATION FOR BID

IFB NUMBER: 04-012
DATE OF THIS REQUEST: May 28, 2004
DESCRIPTION: Disposal of Wastewater Biosolids
BID OPENING DATE: Friday, June 11, 2004 2:00 P.M.

BACKGROUND

The Town of Warrenton is accepting bids from qualified vendors to pick up and dispose of wastewater biosolids, according to Virginia and Environmental Protection Agency guidelines, from the Town of Warrenton Wastewater Treatment Plant.

SPECIFICATIONS

The following specifications shall govern this purchase:

- Contractor must provide all equipment necessary to load and haul both cake and liquid sludge.
- Contractor must provide all sampling and testing as required by EPA and the Commonwealth of Virginia. The Town will be responsible for Section 503 testing and reporting requirements.
- Contractor must be capable of hauling cake and/or liquids on an as needed basis.
- Contractor must be capable of handling generated amounts of cake sludge on a quarterly or biannual basis.
- Contractor must be capable of handling liquid sludge on a weekly or bi-weekly basis.

BIDDING

Contractors shall specify per ton and per gallon unit cost of disposal for each type of biosolid. This per unit price shall be fixed for a period of twelve months from date of award.

INITIAL CONTRACT TERM

The initial contract term will be twelve months from the date of contract award. The Town reserves the right to exercise an option to renew this contract, at agreed upon terms, for three additional one year terms.

PAYMENT TERMS

Terms are net, 30 days from date of invoice. Billings are to be made on a monthly basis. Date of invoice is defined as the date received by the Town of Warrenton or the date approved by the Town's Chief Operator, whichever is later.

GENERAL TERMS AND CONDITIONS

The General Terms & Conditions - Services, attached hereto, shall apply to this purchase.

INSURANCE REQUIREMENTS

The contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

The contractor shall provide a certificate of insurance naming the Town of Warrenton as additional insured **and, if requested** a certified copy of said policy or endorsement(s) before commencement of contract. All insurance shall be placed with an insurer licensed to do business in the Commonwealth of Virginia. The underwriter shall be subject to the approval of the Town of Warrenton.

The contractor shall maintain limits no less than:

- a) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
- b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- c) Workers' Compensation and Employers Liability: Worker's Compensation as required by the Code of the Commonwealth of Virginia and Employers Liability limits of \$1,000,000 per accident.

ALL BIDS MUST BE SIGNED AND SEALED IN AN ENVELOPE PLAINLY MARKED ON THE OUTSIDE, "SEALED BID ON DISPOSAL OF WASTEWATER BIOSOLIDS TO BE OPENED JUNE 11, 2004 AT 2:00 P.M.", AND SHALL BE FORWARDED TO THE PURCHASING AGENT.

Bids shall be opened and read aloud by the Purchasing Agent at the appointed hour and date in the presence of the Chief Operator, or his designee and such of the bidders or members of the public as choose to attend.

The Town reserves the right to reject any and all bids and waive all informalities. In the event the Town manager chooses to reject all bids, the Town will readvertise or make the purchase on the open market. The Town, through its duly adopted policies, may reject any or all bids.

The Town of Warrenton does not discriminate on the basis of handicapped status in admission or access to its programs and activities. Accommodations will be made for handicapped persons upon prior requests.

TOWN OF WARRENTON, VIRGINIA
DISPOSAL OF WASTEWATER TREATMENT PLANT BIOSOLIDS
BID SHEET

FORM OF BIOSOLIDS	COST PER TON FOR DISPOSAL	COST PER GALLON FOR DISPOSAL
CAKE	\$	N/A
LIQUID	N/A	\$

Company Name

Date

Signature

Printed Name/Title

Address

Phone/Fax

City, State and Zip

Exhibit A

TOWN OF WARRENTON, VIRGINIA GENERAL TERMS AND CONDITIONS SERVICES

1. MANDATORY USE OF TOWN FORM AND TERMS AND CONDITIONS

Failure to submit a bid/proposal on the official Town form provided for that purpose shall be a cause for rejection of the bid/proposal. Return of the complete document is required. Modification or additions to any portion of the solicitation may be cause for rejection of the bid/proposal; however, the Town reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid/proposal as nonresponsive.

2. PRECEDENCE OF TERMS

In the event there is a conflict between the General Terms and Conditions and any Special Terms and Conditions for use in a particular procurement, the Special Terms and Conditions shall apply.

3. CLARIFICATION OF TERMS

If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the Director of Purchasing or the Department Head whose name appears on the face of the solicitation no later than five days before the opening date. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Director.

4. TESTING/INSPECTION

The Town reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

5. PAYMENT TERMS

Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days.

6. INVOICES

Invoices for items ordered, delivered and accepted shall be submitted by the bidder/offeror direct to the payment address shown on the purchase order/contract. All invoices shall show the Town's contract number and/or purchase order number.

7. DEFAULT

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town, after due oral or written notice, may procure them from other sources and hold the bidder/offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town may have.

8. ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the bidder/offeror in whole or in part without the written consent of the Town.

9. ANTITRUST

By entering into a contract, the bidder/offeror conveys, sells, assigns and transfers to the Town of Warrenton all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town of Warrenton under said contract.

10. ETHICS IN PUBLIC CONTRACTING

By submitting their bids/proposals, all bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer, or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

11. ANTI-DISCRIMINATION

By submitting their bids/proposals, all bidders/offerors certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended. They must also conform to the American Disability Act of 1990 and Section 11-51 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions in A and B, below apply:

A. During the performance of this contract, the bidder/offeror agrees as follows:

The bidder/offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonable and necessary to the normal operation of the bidder/offeror. The bidder/offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The bidder/offeror, in all solicitations or advertisements for employees placed by or on behalf of the bidder/offeror, will state that such bidder/offeror is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting requirements of this section.

B. The bidder/offeror will include the provisions of A. above in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

12. INDEMNIFICATION

Bidder/offeror agrees to indemnify, defend, and hold harmless the Town of Warrenton, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, services or equipment of any kind or nature furnished by the bidder/offeror, provided that such liability is not attributable to the sole negligence of the Town or to failure of the Town to use the materials, goods or equipment in the manner already and permanently described by the bidder/offeror on the materials, goods or equipment delivered. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

13. DEBARMENT STATUS

By submitting their bids/proposals, all bidders/offerors certify that they are not currently debarred from

submitting bids/proposals on contracts by the Town of Warrenton, nor are they an agent of any person or entity that is currently debarred from submitting bids/proposals on contracts by the Town of Warrenton.

14. APPLICABLE LAW AND COURTS

Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The bidder/offeror shall comply with applicable federal, state and local laws and regulations.

15. QUALIFICATIONS OF BIDDERS/OFFERORS

The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the work/furnish the item(s) and the bidder/offeror shall furnish to the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect the bidder's/offeror's physical plant prior to award to satisfy questions regarding the bidder's/offeror's capabilities. The Town further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy the Town that such bidder/offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

16. SAFETY

All contractors and subcontractors performing services for the Town of Warrenton are required and shall comply with all Occupational Safety and Health Administration (OSHA) and any other applicable rules and regulations. All contractors and subcontractors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

17. NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE

The Town of Warrenton is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and the Virginians with Disability Act of 1990.

Specifically, the Town of Warrenton, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

18. USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS

Bidders are advised that all resultant contracts will be extended, with the authorization of the Bidder, to other jurisdictions and Political Subdivisions of the Commonwealth of Virginia to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other jurisdiction decides to use the final contract, the Contractor must deal directly with that jurisdiction or political subdivision concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The Town of Warrenton acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to

any jurisdiction will have no effect on consideration of your bid/proposal.

It is the awarded vendor's responsibility to notify the jurisdictions and political subdivision of the availability of the contract.

Each participating jurisdiction and political subdivision has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

The Town Of Warrenton shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.